

# UNOFFICIAL COPY

STATE OF ILLINOIS

SS.

COUNTY OF COOK



Doc#: 0601347124 Fee: \$66.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 01/13/2006 02:02 PM Pg: 1 of 22

## CERTIFICATE

I, Mary Pierce, certify that I am the duly elected and acting Village Clerk of the Village of Richton Park, Cook County, Illinois.

I further certify that on February 11, 2002, the Corporate Authorities of the Village of Richton Park passed and approved Ordinance No. 1095, entitled:

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN  
PRE-ANNEXATION AGREEMENT PERTAINING TO CERTAIN PROPERTY  
BEING PRE-ANNEXED TO THE VILLAGE OF RICHTON PARK  
(JEHOVAH'S WITNESS CONGREGATION PROPERTY 4402 MAPLE AVE.,  
MATTESON, ILLINOIS)**

Ordinance No.1095 was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on February 11, 2002, continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

Dated at Richton Park, Illinois, this 12 day of January, 2005.

Prepared by:  
Village of Richton Park  
4455 Sauk Tr  
Richton Park, IL 60471

PIN's 31-27-400-027, 31-400-028  
4402 Maple Ave  
Matteson. IL 60443

  
Village Clerk

Return to:  
George LaForte  
Attorney  
20180 Governors Hwy 200  
Olympia Fields, IL 60461

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VILLAGE OF RICHTON PARK  
COOK COUNTY, ILLINOIS

ORDINANCE NO. 1095

**AN ORDINANCE AUTHORIZING THE  
EXECUTION OF A CERTAIN PRE-ANNEXATION  
AGREEMENT PERTAINING TO CERTAIN PROPERTY  
BEING PRE-ANNEXED TO THE VILLAGE OF RICHTON PARK  
(JEHOVAH'S WITNESS CONGREGATION PROPERTY 4402 MAPLE AVE,  
MATTESON, ILLINOIS)**

PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF RICHTON PARK,  
COOK COUNTY, ILLINOIS, THIS 11 DAY  
OF February, 2002.

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Richton Park, Cook  
County, Illinois, this 11  
day of February,  
2002.

# UNOFFICIAL COPY

## VILLAGE OF RICHTON PARK

ORDINANCE NO. 1095

**AN ORDINANCE AUTHORIZING THE  
EXECUTION OF A CERTAIN PRE-ANNEXATION  
AGREEMENT PERTAINING TO CERTAIN PROPERTY  
BEING PRE-ANNEXED TO THE VILLAGE OF RICHTON PARK  
(JEHOYAH'S WITNESS CONGREGATION PROPERTY 4402 MAPLE AVE,  
MATTESON, ILLINOIS)**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF RICHTON PARK, COOK COUNTY, ILLINOIS, as follows:

**SECTION 1:** The President and Clerk are hereby authorized and directed to execute and attest respectfully a certain Pre-Annexation Agreement, a copy of which is attached hereto as **Exhibit A** and made a part hereof.

**SECTION 2:** This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED AND APPROVED this 11 day of February 2002.

  
RICHARD P. REINBOLD, President

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ATTEST:

*Mary E. Pierce*  
MARY E. PIERCE, Clerk

Ayes: 5

Nays: 0

Absent:   

Abstain:   

SECOND READING: February 11, 2002

F:\rmcj\RP\ORDRES\RichtonFalls-preannexation ordinance.wpd

Property of Cook County Clerk's Office

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## PRE-ANNEXATION AGREEMENT

THIS AGREEMENT is dated this 11<sup>th</sup> day of February, 2002 by and between the VILLAGE OF RICHTON PARK, Cook County, Illinois, an Illinois municipal corporation, ("the Village") and the RICHTON PARK, ILLINOIS CONGREGATION OF JEHOVAH'S WITNESSES, a non-profit entity ("the Congregation").

## RECITALS

**WHEREAS**, the Congregation is the Owner of Record of certain property legally described on Exhibit A attached hereto and made a part hereof ("the Subject Property"); and

**WHEREAS**, the Subject Property is located in unincorporated Cook County and has a common street address of 4402 Maple Avenue, Matteson, IL 60443; and

**WHEREAS**, the Subject Property is contiguous to the Village; and

**WHEREAS**, there are no registered voters residing within the Subject Property; and

**WHEREAS**, the Village and Morris Development Corporation ("the Developer") previously entered into a Recapture Agreement, which Recapture Agreement was passed by Ordinance entitled "An Ordinance Authorizing the Execution of a Certain Recapture Agreement Pertaining to Certain Property Being Annexed to the Village of Richton Park (Richton Falls Townhomes/ 4215 West Maple)" and which Recapture Agreement designated the Congregation as a benefitted parcel to the Recapture Agreement, allowing the Congregation to connect to the Village sewer and water system without having to pay any recapture fees to the Developer. A copy of said Recapture Agreement is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the Congregation desires to connect to the Village's water and sewer system for the purposes of providing water and sewer to the Subject Property; and

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WHEREAS, the Village is agreeable to supplying water and sewer service to the Subject Property subject to the Congregation's agreement to pay all necessary costs of extension of such utilities.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

**SECTION 1: Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated herein.

**SECTION 2: Connection to Village Utilities.** Upon the execution of this Agreement, the Congregation shall be entitled to connect to the Village's existing water and sewer system from the existing point of connection for the water on the north side of Maple and the existing point of connection for the sewer on the south side of Maple so as to allow the Subject Property to be served by the Village's water and sanitary sewer systems. The provision of said utility services shall be subject to the following terms and conditions:

- A. All plans shall be approved by the Village;
- B. The Congregation shall pay all costs of extension of said utilities;
- C. The Congregation shall be responsible for the maintenance of their water and sewer lines to the point of connection with the Village's water and sanitary sewer systems and as set forth in Section 1042.17 (j) of the Codified Ordinances of the Village of Richton Park;
- D. The Congregation shall be responsible for all approvals by other governmental agencies including, but not limited to, Rich Township and the Metropolitan Water Reclamation District;

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E. The Congregation shall be responsible for reimbursing the Village for all of its expenses incurred in connection with the provision of utility services including, but not limited to, permit fees, tap-on fees, and plan review fees. No water or sewer service shall be provided to the Subject Property until all such fees are paid.

**SECTION 3: Water and Sewer Rates.** Unless and until such time as the Subject Property is annexed to the Village, the Congregation shall pay the Village's non-resident rate for water and sewer service. Currently, that rate is 150% of the resident rate.

**SECTION 4: Additional Development, Services at Subject Property.** Should the Congregation desire to expand its existing facility or provide services and/or programs other than those currently provided by the Congregation, the Congregation must make an application to the Village for Village approval of such expansion and/or services and programs.

**SECTION 5: Annexation** If the Village decides to annex the Subject Property, the Congregation shall agree to such annexation no later than forty-five (45) days after receiving notice of the Village's intent to annex the Subject Property. The Congregation shall also agree not to take any adverse action to prevent the City's annexation of the Subject Property.

**SECTION 6: Effective Date; Parties Bound; Recordation of Agreement; Reimbursement of Fees.** This Agreement shall be in full force and effect upon the date first appearing above. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Upon execution of this Agreement, the Village shall be authorized to record this Agreement along with the Authorizing Ordinance, at the Congregation's expense. Upon execution of this Agreement, the Congregation shall reimburse the Village for all attorneys' fees incurred in connection with the preparation and execution hereof.

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**SECTION 7: Amendment.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter thereof, and there are no promises, inducements, agreements, conditions or understandings, either oral or written, express or implied, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties, their successors or assigns, except as agreed to by the parties or their successors or assigns, in accordance with law, and reduced to writing and executed by both parties hereto.

**SECTION 8: Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the provisions contained herein.

**SECTION 9: Notices.** Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by certified mail, postage prepaid return receipt requested, as follows:

For the Village:

President and Board of Trustees  
Village of Richton Park  
4455 Sauk Trail  
Richton Park, IL 60471

With copies to:

Mike Spain  
Village Manager  
Village of Richton Park  
4455 Sauk Trail  
Richton Park, IL 60471

For the Congregation:

James N. Hoffman  
President  
Richton Park, Illinois Congregation of Jehovah's Witnesses  
4402 Maple Ave.  
Matteson, IL 60443



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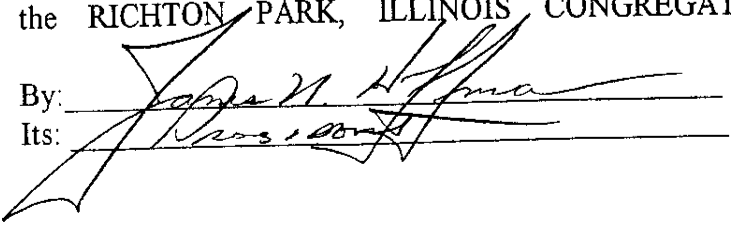
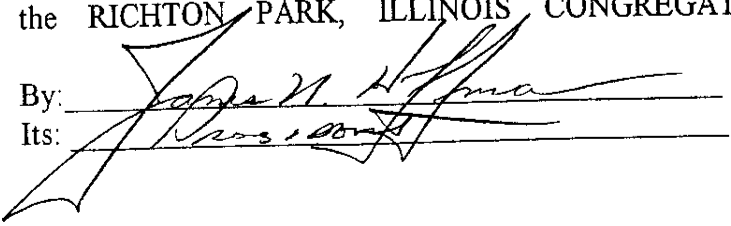
With copies to: George F. LaForte, Sr.  
Governors Office Park  
20180 Governors Highway, Suite 210  
Olympia Fields, IL 60461

or such other addresses that any party hereto may designate in writing to the other parties, pursuant to the provisions of this section.

**SECTION 10: Default/ Remedies.** If either of the parties shall default under this Agreement or fail to perform any of the terms herein, such party shall, upon written notice from the aggrieved party, proceed to cure or remedy such default or breach within thirty (30) days after receipt of such notice. In case such action to cure is not taken or not diligently pursued or the default or breach shall not be cured or remedied within the above period, the aggrieved party may institute such proceedings as may be necessary to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation. The rights and remedies of the parties, whether provided in law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise of said remedies at the same time or different times. Any delay by any party in instituting or prosecuting any action or proceeding shall not operate as a waiver of such right in any way.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

JEHOVAH'S WITNESSES the RICHTON PARK, ILLINOIS CONGREGATION OF

By:   
Its: 

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State of Illinois  
County of Cook

The foregoing instrument was acknowledged before me this 12 day of March, 2002 by James N. Hoffman of the Richton Park, Illinois Congregation of Jehovah's Witnesses, a not for profit corporation, on behalf of the said corporation for the uses and purposes therein set forth.


ATTEST:

  
Secretary

VILLAGE OF RICHTON PARK

By:   
Its: Village President

ATTEST:

  
Village Clerk

F:\rmcj\RP\AGMT\Preannexation agreement Richton Falls.wpd2.wpd

PROPERTY OF COOK COUNTY CLERK'S OFFICE

EXHIBIT A

# UNOFFICIAL COPY

## LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

P.I.N.'s 31-27-400-027, 31-400-028

Arthur T. McIntosh & Co.'s Richton Park Farms, a subdivision of the North 78 acres of the Southeast  $\frac{1}{4}$  of Section 27-35-13. Recorded September 17, 1947. Document 14147217.

F:\rmej\RP\AGMT\ex A to preannexation agreement.wpd

Property of Cook County Clerk's Office

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Exhibit B

**RECAPTURE AGREEMENT**

THIS RECAPTURE AGREEMENT made and entered into this 28 day of January, 2002, between the **VILLAGE OF RICHTON PARK**, an Illinois municipal corporation, located in Cook County, Illinois (hereinafter referred to as the "Village") and **MORRIS DEVELOPMENT CORPORATION**, an Illinois corporation (hereinafter referred to as the "Developer").

**RECITALS**

WHEREAS, pursuant to the Annexation Agreement (hereinafter referred to as "Agreement") dated February 26, 2001, by and between the VILLAGE, DEVELOPER, and Palos Bank & Trust Co., as Trustee under Certain Trust No.1-5003 (hereinafter referred to as "Owner"), OWNER and DEVELOPER petitioned the VILLAGE to annex certain property to the VILLAGE; and

WHEREAS, DEVELOPER petitioned the VILLAGE to re-zone the Subject Property, located generally at 4215 Maple, Richton Park, Illinois, as R-3 residential, allowing the Subject Property to be improved with a total of twenty (20) single-family attached units (townhomes) to be named "Richton Falls Townhomes," which is legally described on Exhibit A; attached hereto and made a part hereof; and

WHEREAS, DEVELOPER, pursuant to said Agreement, has agreed to install all public utilities necessary to service the Subject Property, including, but not limited to water and sewer, which public utilities will benefit both the Subject Property and other property in the vicinity thereof; and

WHEREAS, said public utilities shall be transferred to the VILLAGE at no cost upon their completion and acceptance by the VILLAGE and;

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WHEREAS, the installation of the public utilities are necessary as a condition precedent to the development of the "Richton Falls Townhomes" subdivision under the ordinances of the VILLAGE and the Annexation Agreement entered into between the VILLAGE and the DEVELOPER; and

WHEREAS, pursuant to 65 ILCS 5/9-5-1 *et seq.*, and said Agreement, the VILLAGE may enter into an agreement with DEVELOPER, allowing DEVELOPER to recapture costs of a portion of said public utilities from owners of the property benefitting from said public utilities;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable considerations, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The foregoing recitals of fact are incorporated by reference as though fully set forth herein.
2. The DEVELOPER shall install, at its own expense, all public utilities necessary to service the Subject Property, which utilities are identified on Exhibit B, attached hereto and made a part hereof.
3. Said public utilities shall be transferred to the VILLAGE at no cost upon their completion and acceptance by the VILLAGE. The VILLAGE agrees that it will control, operate, maintain, replace and repair said public utilities upon the transfer of the improvements to the VILLAGE.
4. DEVELOPER shall be reimbursed for the proportionate benefit to other properties directly from the owners of said benefitted properties and shall be entitled to a recapture fee of the proportionate share of the actual costs of the public improvements plus an

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amount equal to 6% simple interest per annum thereon, from and after the date of conveyance to and acceptance of the public utilities by the VILLAGE.

5. For the purpose of determining the total cost of construction of the public utilities, the following factors shall be used: the actual cost of the construction of the public utilities plus any miscellaneous costs associated with such construction. The total costs of the public utilities is approximately \$14,625.00.

6. Certain property, which is not part of Richton Falls Townhomes, is expected to benefit from the construction of the public utilities. The benefitted properties are those parcels along Maple Street and which have the following PINS: 31-27-402-015, 31-27-400-019, 31-27-400-020, 31-27-402-020, 31-27-402-006, 31-27-400-029. Said benefitted parcels are legally described in Exhibit C, attached hereto and made a part hereof.

7. The benefitted property shall pay to Developer a recapture fee, at the time said property connects to the VILLAGE'S public utilities or is annexed into the Village, whichever event occurs first in time, which shall be the proportionate share of the construction of the public improvements along Maple Street. Said proportionate share of each property owner so benefitted shall be equal to the cost of the construction and installation of the improvements as they extend across the front footage of the owner's property plus the 6% simple interest as set forth in Paragraph 4 of this Agreement. In the event the owner of a benefitted property fails to reimburse the DEVELOPER, the VILLAGE, as recapture agent, shall require such sums to be collected in accordance with the terms of Paragraphs 9, 10, and 11 hereof.

8. Upon the payment of such recapture fee, DEVELOPER shall issue a receipt and release, in duplicate, showing such payment and the lot(s) or parcel(s) to which it refers, and the owner shall thereon take such receipt and release to the VILLAGE and deposit one copy

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with the VILLAGE. The VILLAGE shall then, if all of its ordinances have been complied with and VILLAGE building permits or connection fees paid, issue a building permit or a permit for connection to said public utilities.

9. At the time the owner of any benefitted property, for which reimbursement to the DEVELOPER is called for under this Agreement, applies for a building permit or a permit to connect to and use the public utilities, the VILLAGE shall not issue such permit until the owner of such benefitted property has paid the recapture fee to the VILLAGE and such other building connection or tap-on fees as may be applicable under the ordinances of the VILLAGE.

10. All monies collected by the VILLAGE from such benefitted property owners for building permits or connection charges, provided for in this Recapture Agreement, except the usual connection fees and charges made to the VILLAGE pursuant to its other ordinances, shall, within thirty (30) days after receipt thereof by the VILLAGE be paid to DEVELOPER, its successors or assigns, less an amount of five percent (5%) to be retained by the VILLAGE for the cost of collection.

11. The VILLAGE shall act solely as recapture agent under the terms of this Agreement, but it shall in no way be responsible pecuniarily or otherwise for any error of the VILLAGE, or on the part of its employees, servants or agents, or bear any responsibility whatsoever, for issuing any permit in error or for any failure for whatever reason to effect the collection of money as contemplated by this Agreement.

12. DEVELOPER shall keep and maintain books, records and contracts showing its expenses for the construction and installation of all public utilities, and any recapture fee

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receipts collected by DEVELOPER. Such books, records, and contracts shall be available for examination by duly authorized officers or agents of the VILLAGE upon request.

13. Additional property, which is not part of Richton Falls Townhomes, is expected to benefit from the construction of the public utilities. The benefitted properties are those parcels along Maple Street and which have the following PINS: 31-27-400-027 and 31-27-400-028. Said benefitted properties are legally described in Exhibit D, attached hereto and made a part hereof.

14. Because the benefitted parcels referenced in Paragraph 13 above are owned by a non-profit entity, DEVELOPER desires to include these properties in the Recapture Agreement, but waives its right to receive any recapture fee from the benefitted parcels referenced in Paragraph 13 above.

15. Upon completion of construction, DEVELOPER shall deliver to the VILLAGE a copy of the sworn contractor's statement showing all contractors, subcontractors and material suppliers who have performed labor or other services, or who have supplied materials for such construction, together with copies of full waivers and releases of lien from all said contractors, subcontractors and material men, together with such supporting waivers and releases as may be required by the VILLAGE.

16. Upon completion, DEVELOPER shall convey all right, title and interest in the public utilities (excluding DEVELOPER'S rights under this Recapture Agreement) to the VILLAGE. Said conveyance shall be subject to approval by the VILLAGE Engineer of all construction and formal acceptance of the public utilities through a duly enacted ordinance of the VILLAGE Board.



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17. This Agreement shall expire twenty years from the date of execution of this Agreement, after which date the VILLAGE shall cease to act as recapture agent under the terms of this Agreement and shall no longer deny building permits or permits to connect to and use the aforesaid public utilities.

18. This Agreement constitutes a total agreement between the VILLAGE and the DEVELOPER and no amendments, alterations or changes shall be made except those which are in writing and signed by the parties hereto.

19. This Agreement shall inure to the benefit of, and be binding upon, the successors in title of DEVELOPER, its respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the VILLAGE and successor municipalities. It is understood that this Agreement shall run with the land, and, as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of DEVELOPER, and, as such, this Agreement and all exhibits hereto shall be recorded with the recorder of Deeds of Cook County, Illinois.

20. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

21. This Agreement shall be governed by the law of the State of Illinois.

WHEREFORE, the parties hereinabove have caused this instrument to be executed on the date hereinabove set forth.

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MORRIS DEVELOPMENT CORPORATION

By: *Jacqueline Davis*

ATTEST:

*[Signature]*

VILLAGE OF RICHTON PARK,  
an Illinois municipal corporation

By: *[Signature]*  
President

ATTEST:

*Mary E. Pierce*  
Village Clerk

F:\rmcj\RP\AGMT\recapture agmt. for Richton Falls Tonhome property wpd.wpd

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****DESCRIPTION OF RICHTON FALLS SUBDIVISION**

P.I.N. 31-27-402-004

LOT 16 IN ARTHUR T. McINTOSH AND COMPANY'S  
RICHTON PARK FARMS, A SUBDIVISION OF THE NORTH  
70 ACRES OF THE SOUTHEAST ¼ OF SECTION 27,  
TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**EXHIBIT "A"**

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# TECH 3 CONSULTING GROUP, INC. ENGINEERS SURVEYORS PLANNERS

1395 C MAIN STREET  
CRETE, ILLINOIS 60417  
(708) 672-4994

FAX (708) 672-3739

REVISED 12/01/01  
05/25/01  
JOB NO. 00819

### OFFSITE RECAPTURE RIGHTON ~~HILLS~~ SUBDIVISION Falls

**\*12" WATERMAIN**  
150 L.F. @ \$30.00 ..... \$4,500.00

**RECAPTURE FROM:**  
31-27-402-015 ..... \$1,215.00  
31-27-400-019 ..... \$810.00  
31-27-400-020 ..... \$1,665.00  
31-27-400-029 ..... \$810.00

**\*SANITARY**  
NO RECAPTURE

**\*12" STORM SEWER**  
405 L.F. @ \$25.00 ..... \$10,125.00

**RECAPTURE FROM:**  
31-27-402-015 ..... \$3,750.00  
31-27-402-018 ..... \$3,750.00  
31-27-402-006 ..... \$2,625.00

EXHIBIT "B"

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## LEGAL DESCRIPTION OF BENEFITTED PROPERTIES

P.I.N.'s 31-27-402-015, 31-27-400-019, 31-27-400-020, 31-27-402-020 , 31-27-402-006, 31-27-400-029

Arthur T. McIntosh & Co.'s Richton Park Farms, a subdivision of the North 78 acres of the Southeast  $\frac{1}{4}$  of Section 27-35-13. Recorded September 17, 1947. Document 14147217.

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EXHIBIT "C"

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## LEGAL DESCRIPTION OF BENEFITTED PROPERTIES FOR WHICH DEVELOPER HAS WAIVED RECAPTURE FEE

P.I.N.'s 31-27-400-027, 31-400-028

Arthur T. McIntosh & Co.'s Richton Park Farms, a subdivision of the North 78 acres of the Southeast  $\frac{1}{4}$  of Section 27-35-13. Recorded September 17, 1947. Document 14147217.

F:\rmcj\RP\AGMT\exhibit d-richton falls.wpd

Property of Cook County Clerk's Office

EXHIBIT "D"